

# Abella Counseling, LLC

---

## Consent and Conditions

### Acknowledgements and Terms

The following agreement applies to all providers working with Abella Counseling, LLC, including Heather Abella, MA, LPCC, contracted providers, on-call providers, and substitute providers.

Clients have the right to say whether or not they wish to receive counseling services.

Each client has impartial access to treatment, regardless of race, religion, gender, ethnicity, age, sexual preference or disability, within the range and diagnostic criteria for which Abella Counseling, LLC provides treatment.

The undersigned acknowledges that Abella Counseling, LLC makes no guarantees to the undersigned or the client as to the results or likelihood of success of counseling services.

The undersigned acknowledges that if a client becomes dangerous to him/herself or to others, the counselor Abella Counseling, LLC will exercise the necessary precautions in order to protect the client or others and/or reporting abuse of children and vulnerable adults.

The undersigned acknowledges that all information shall not be disclosed by Abella Counseling, LLC without the informed written consent of the client (the undersigned).

The undersigned releases Abella Counseling, LLC from any liability for the loss or damage of personal property and/or money while receiving services with Abella Counseling, LLC.

These services are completely voluntary.

### Security, Privacy and HIPPA Compliance

#### **Electronic Health Records (EHR)**

Abella Counseling, LLC uses TherapyNotes™ to manage their client records. TherapyNotes™ is certified HIPAA-compliant, verifying that the physical and technical safeguards employed satisfy the requirements outlined in the HIPAA Privacy Rule and Security Rule.

#### **Other document storage**

Any document not stored electronically in TherapyNotes™ are stored behind a three-lock protocol in compliance with HIPPA regulations.

#### **Third-party Payer**

In the case of a third-party payer confidentiality will not be kept with the third-part payer in regard to billing, co-payment, and dates of service.

#### **Text Messages**

Abella Counseling, LLC will send text messages exclusively for appointment reminders. The server used is not secure and Abella Counseling, LLC makes no assertion that it is safe for sensitive client information. There is no guarantee of confidentiality. You may request that appointment reminders be sent in another format, see additional document given at intake. If a client chooses to communicate personal information they will receive a response with the understanding that Abella Counseling, LLC cannot guarantee HIPAA compliant confidentiality. It is requested that you delete texts.

#### **Social Media**

Abella Counseling, LLC will never knowingly engage with any client their parent(s), spouse, or any other family members by way of social media. This includes but is not limited to Facebook, Twitter, Instagram, YouTube, SnapChat, and Tumbler. This policy applies to Heather Abella, MA LPCC, contracted behavioral health providers, administrative staff and any other associate of Abella Counseling, LLC. There will be no exceptions to this policy. Abella Counseling, LLC cannot control Social Media algorithms.

## Telehealth Services

Telehealth services can be provided when circumstances prevent an in-office visit. Telehealth services can only be provided when the client is in the state of New Mexico as Abella Counseling LLC is only licensed in the state of New Mexico. At times technology will fail and if that happens Abella Counseling LLC will call you to complete the session. Please know it is Abella Counseling LLC who is responsible for contacting you if technology fails. Abella Counseling LLC uses a HIPAA compliant format doxy.me. A link will be sent to you before a Telehealth appointment. Please note if you choose to use Telehealth services you will still owe your copayment for a standard in person session. Abella Counseling LLC requests that you do not drive during your telehealth session, Abella Counseling LLC is not liable if you choose to do so. If Abella Counseling LLC recognizes that you are driving during a Telehealth session the session will be immediately terminated. Telehealth services while available can be changed by the provider at any time if the provider feels in person are more beneficial to the client.

## Access to Services

In the event your therapist is not available, in particular Heather Abella, MA LPCC, a substitute therapist will be on-call available to the client. The client will be given the substitute therapist's contact information including name and phone number. In the case of emergency please call 911. Suicide Crisis Hotline: 1-800-273-8255. Rape Crisis Hotline: 1-505-266-7711

## Consulting and Collaboration

Claire Ann Barr-Johnson LPCC acts as a consultant for Abella Counseling, LLC in particular Heather Abella, MA LPCC. In order to provide best care practices your information may be shared with Claire Ann Barr-Johnson LPCC.

*Please select the appropriate statement below by selecting Yes or No:*

- Yes, I Consent to receive outpatient counseling services from Abella Counseling, LLC for myself or on the behalf of the client.**
- No, I Do Not Consent to receive outpatient services from Abella Counseling, LLC for myself or on the behalf of the client.**

## Conditions of Treatment

### The following conditions may apply as part of your treatment:

- If insurance is paying for your treatment, Abella Counseling, LLC will have to release information about you to your insurance company, or their legal representative in order to obtain payment for services rendered.
- If insurance is paying for your treatment, you will have to authorize your insurance company to make benefits payable to Abella Counseling, LLC on your behalf.
- If New Mexico Medicaid (Centennial Care) is paying for your treatment, Abella Counseling, LLC may be required by the State of New Mexico to release information about your treatment to your primary care physician as a condition of the services provided. This requirement is meant to assist and coordinate your medical and behavioral healthcare.
- If insurance is paying for your treatment, Abella Counseling, LLC may have to release information about you to your insurance company, or their legal representative in case of an audit.

*Please select the appropriate statement below:*

- I have read, understand and AGREE to the above stated conditions of treatment.**
- I have read, understand and DO NOT AGREE to the above stated conditions of treatment.**

\_\_\_\_\_  
Client Name Printed

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guardian Name Printed *if appropriate*

\_\_\_\_\_  
Guardian Signature *if appropriate*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Abella Counseling, LLC

\_\_\_\_\_  
Date